

H & H Land Surveying, Inc.
612A Fitzhugh Blvd
Smyrna, Tennessee 37167

Phone: 615-831-0756

Fax: 615-355-6928

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

December 1, 2009

Brad Wilson
City of Franklin
Williamson County TN 37064

PROJECT: 112 and 118 Bridge Street, Franklin, Williamson County Tennessee. 37064

Dear Brad Wilson,

H & H Land Surveying, Inc. (H & H) is please to offer the following professional service proposal agreement to the city of Franklin TN, (**Client**) to provide land-surveying services for the above-referenced Project.

PROJECT

The project on which the services hereinafter are to be performed is a Boundary And Topographic Survey of 112 and 118 Bridge Street on Williamson County Tax Map as parcel 63N Group B Parr 64.

SCOPE OF SERVICES AND DUTIES ON BOTH CLIENT AND H & H

H & H proposes to provide a field-run boundary and topographic survey of the site, performed under the criteria of a Category I Survey as adopted by the Tennessee Board of Examiners for Land Surveyors.

The **CLIENT** shall furnish to **H & H**, in a timely manner, a copy of any previous survey which the **CLIENT** is privy to, the record description, current owner's deed and address, easements, servitudes, title commitment letter, covenants, and other appropriate information affecting the property to which the survey shall make reference. **H & H** will review this information as provided by the **CLIENT** and the survey will reflect such review.

Upon execution of this agreement, the **CLIENT** acknowledges that he has the authority to authorize the surveyor to enter the property to perform the herein services.

e-mail: handhland@bellsouth.net

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OWNERSHIP AND USE OF DOCUMENTS

If H & H's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and may not be a computer generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD materials by CLIENT, agents of CLIENT, or other parties without the prior review and written approval of H & H shall be at the sole risk of CLIENT. Further, CLIENT agrees to defend, indemnify, and hold harmless from all claims, injuries, damages, losses, expenses and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials. All documents are instruments of service in respect to this project and H & H shall retain an ownership and property interest therein including the right of reuse at H & H's discretion whether or not the project is completed.

SCHEDULE

Due to unknown factors beyond H & H's control such as weather, unusual evidence or lack thereof found in the field, or in the official records, parole evidence, etc., it is not practical to pinpoint a completion date; however, H & H anticipates having the surveying services completed within 15 -20 days from written authorization to proceed.

COMPENSATION

H & H will provide the above scope of services for a lump sum fee, due and payable upon delivery of final documents. Direct expenses related to printing and overnight delivery fees related to the project are in addition to the above fee.

TOTAL LUMP SUM - NOT TO EXCEED: \$2,000.00

Should additional work be required, outside the scope of services noted above, said additional work will be mutually agreed prior to commencing and billed accordingly.

We appreciate the opportunity to provide this proposal and look forward to working with you. If you agree to the terms, please sign and return a copy which will serve as authorization to proceed with the work.

Sincerely,

Mike Holmes Jr.

Mike Holmes Jr.
H & H Land Surveying, Inc.
Enclosure

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By _____ Date _____